



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		<b>SC</b>		Dept.	<b>A</b>	Contract Number	
County Department <b>Probation</b>				Dept.	Orgn.	Contractor's License No.		
				<b>PRG</b>	<b>1913</b>			
County Department Contract Representative <b>Michelle Scray</b>				Telephone <b>909 387-5853</b>		Total Contract Amount <b>\$37,254</b>		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date <b>7/1/2003</b>		Contract End Date <b>6/30/2004</b>		Original Amount		Amendment Amount
Fund <b>AAA</b>	Dept. <b>PRG</b>	Organization <b>1913</b>	Appr.	Obj/Rev Source <b>9145</b>	GRC/PROJ/JOB No. <b>400SCHPO</b>		Amount <b>\$37,254</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name <b>AB 1913</b>				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
				<b>2003-04</b>	<b>\$37,254</b>			
Contract Type 1								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name BARSTOW UNIFIED SCHOOL DISTRICT hereinafter called SCHOOL DISTRICT

Address  
551 SOUTH AVENUE H

BARSTOW, CA 92311

Telephone (760) 255-6000 Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**THIS AGREEMENT**, entered into on July 1, 2003, between the Barstow Unified School District hereinafter referred to as **SCHOOL DISTRICT** and the County of San Bernardino, hereinafter referred to as **COUNTY**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** for and in consideration of the payments made to the said **COUNTY** by the **SCHOOL DISTRICT**, as hereinafter set forth, does hereby agree to provide a full-time probation officer in the mutually agreed upon school(s) operated by the **SCHOOL DISTRICT**. Probation Officer services will include the tasks outlined in the job description set forth by the **COUNTY** for the position of probation officer including, but not limited to, those described in Attachment "A". The Probation Officer will be designated by the **COUNTY** as agreed upon by the **SCHOOL DISTRICT**.

**WHEREAS**, the **SCHOOL DISTRICT** is entering into this contract for such services.

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**NOW THEREFORE**, it is mutually agreed as follows:

1. The **SCHOOL DISTRICT** agrees, in consideration for services rendered by a full-time probation officer under this contract, to pay to said **COUNTY**:

The cost of salary, benefits and other supported costs for a full-time probation officer assigned to **SCHOOL DISTRICT** in an amount not to exceed thirty-seven thousand two-hundred fifty-four dollars (\$37,254) for the one-year term of the contract.

2. The **COUNTY** shall submit information concerning costs and a billing quarterly for reimbursement by the **SCHOOL DISTRICT**. **SCHOOL DISTRICT** shall pay **COUNTY** within thirty (30) days.
3. **SCHOOL DISTRICT** agrees that the Probation Officer assigned to the program shall remain a **COUNTY** employee and shall be supervised by the Probation Department.
4. **SCHOOL DISTRICT** and **COUNTY** agree that Attachment "A" will provide an operating guide for services rendered pursuant to this contract. By mutual written agreement and Board of Supervisors approval, the elements in Attachment "A" may be modified, supplemented or eliminated. Attachment "A" is incorporated herein by reference.
5. **COUNTY** agrees to indemnify and hold harmless the **SCHOOL DISTRICT** its officers, employees, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the **COUNTY's** negligent acts or omissions which arise from the **COUNTY's** performance of its obligations under this agreement.
6. **SCHOOL DISTRICT** agrees to indemnify, defend (with counsel approved by **COUNTY**) and hold harmless the **COUNTY** and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.
7. In the event, the **COUNTY** and/or the **SCHOOL DISTRICT** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the **COUNTY** and/or **SCHOOL DISTRICT** shall indemnify the other to the extent of its comparative fault.
8. Furthermore, if the **COUNTY** or the **SCHOOL DISTRICT** attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the **COUNTY** or **SCHOOL DISTRICT** agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
9. Insurance - The **COUNTY** is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this agreement.

Without in any way affecting the indemnity herein provided and in addition thereto, the **SCHOOL DISTRICT** shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **SCHOOL DISTRICT** and all risks to such persons under this Agreement.

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If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the labor code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be submitted.

**Comprehensive General and Automobile Liability Coverage** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. This policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**ADDITIONAL NAMED INSURED** - All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the **COUNTY** and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**WAIVER OF SUBROGATION RIGHTS - SCHOOL DISTRICT** shall require the carriers of the above-required coverages to waive all rights of subrogation against the **COUNTY**, its officers, employees, agents, volunteers, contractors and subcontractors.

**POLICIES PRIMARY AND NON-CONTRIBUTORY** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the **COUNTY**.

**PROOF OF COVERAGE - SCHOOL DISTRICT** shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated, or expire without thirty (30) days written notice to the **COUNTY**, and **SCHOOL DISTRICT** shall maintain such insurance from the time **SCHOOL DISTRICT** commences performance services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the **SCHOOL DISTRICT** shall furnish certified copies of the policies and all endorsements.

**INSURANCE REVIEW** - The above insurance requirements are subject to periodic review by the **COUNTY**. The **COUNTY's** Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonable priced, or is not needed to protect the interests of the **COUNTY**. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **COUNTY**, inflation, or any other item reasonably related to the **COUNTY's** risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. **SCHOOL DISTRICT** agrees to execute any such amendment within thirty (30) days of receipt.

10. This contract shall be effective on July 1, 2003, and shall terminate June 30, 2004. This contract may be terminated at any time without cause by **SCHOOL DISTRICT** or by **COUNTY** upon written notice given to the other at least ninety (90) days before the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination. After termination, neither party shall have any further obligation to the other as a result of this agreement. Notwithstanding the forgoing, if either party to this Agreement fails to perform any material obligation under this Agreement, then, in addition to any other remedy provided by law, the other party may terminate this Agreement immediately upon written notice given to the other party.

11. Any written notice provided pursuant to this section shall be given as follows:

**SCHOOL DISTRICT**  
DR. GLEN MASSENGALE  
Superintendent  
Barstow Unified School District  
551 South Avenue H  
Barstow, CA 92311

**COUNTY**  
RAYMOND B. WINGERD  
Chief Probation Officer  
San Bernardino County  
Probation Department  
175 West 5<sup>th</sup> Street, 4<sup>th</sup> Floor  
San Bernardino, California 92415-0460

**IN WITNESS WHEREOF**, the parties hereto have made this contract on the date herein above first mentioned.

COUNTY OF SAN BERNARDINO

BARSTOW UNIFIED SCHOOL DISTRICT  
(Print or type name of corporation, company, contractor, etc.)

►  
Dennis Hansberger, Chairman, Board of Supervisors

By ►  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name DR. GLEN MASSENGALE  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title SUPERINTENDENT  
(Print or Type)

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address 551 SOUTH AVENUE H  
BARSTOW, CA 92311

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►  
Dawn Stafford, Deputy County Counsel

►  
\_\_\_\_\_

►  
Raymond B. Wingerd, Chief Probation Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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